

EXHIBIT A

OCT 31 2017

TIME 12:40 pm
SERVICE OF PROCESS

1 Brett L. Slavicek (No. 019306)
2 James E. Fucetola (No. 029332)
3 Trevor R. Orme (No. 032261)
4 **THE SLAVICEK LAW FIRM**
5 5500 N. 24th Street
6 Phoenix, Arizona 85016
7 Telephone: (602) 285-4425
8 Telephone: (602) 285-4424
9 Fax: (602) 287-9184
10 Email: brett@slaviceklaw.com
11 james@slaviceklaw.com
12 trevor@slaviceklaw.com
13 Attorneys for Plaintiff

14 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

15 **IN AND FOR THE COUNTY OF MARICOPA**

16 CV 2017-014262

17 TYLER JACOBSON, an individual,

Case No.:

18 Plaintiff,

19 vs.

SUMMONS

20 AMERICAN FAMILY INSURANCE
21 COMPANY, a foreign corporation; XYZ
22 Corporations I-X; ABC Partnerships I-X,

23 Defendants.

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

THE STATE OF ARIZONA TO DEFENDANT:

24 **American Family Insurance Company**
25 c/o Director of Arizona Department of Insurance
26 2910 N. 44th Street, Suite 210
27 Phoenix, Arizona 85018

28 **YOU ARE HEREBY SUMMONED** and required to appear and defend, within
the time applicable, in this action in this Court. If served within Arizona, you shall appear
and defend within twenty (20) days after the service of the Summons and Complaint upon

1 you, exclusive of the day of service. If served out of the State of Arizona -- whether by
2 direct service, by registered or certified mail, or by publication -- you shall appear and
3 defend within thirty (30) days after the service of the Summons and Complaint upon you
4 is complete, exclusive of the day of service. Where process is served upon the Arizona
5 Director of Insurance as an insurer's attorney to receive service of legal process against it
6 in this state, the insurer shall not be required to appear, answer or plead until expiration of
7 forty (40) days after date of such service upon the Director. Service by registered or
8 certified mail without the State of Arizona is complete thirty (30) days after the date of
9 filing the receipt and affidavit of service with the Court. Service by publication is
10 complete thirty (30) days after the date of first publication. Direct service is complete
11 when made. Service upon the Arizona Motor Vehicle Superintendent is complete thirty
12 (30) days after filing the Affidavit of Compliance and return receipt or Officer's Return.
13 RCP 4; A.R.S. §§ 20-222, 28-502, 28-503.

14
15 YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend
16 within the time applicable, judgment by default may be rendered against you for the relief
17 demanded in the Complaint.

18
19 YOU ARE CAUTIONED that in order to appear and defend, you must file an
20 Answer or proper response in writing with the Clerk of this Court, accompanied by the
21 necessary filing fee, within the time required, and you are required to serve a copy of any
22 Answer or response upon the plaintiff's attorney. RCP 10(d); A.R.S. §12-311; RCP 5.
23 Requests for reasonable accommodation for persons with disabilities must be made to the
24
25
26
27
28

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Attorneys for Plaintiff

COPY

OCT 80 2017



MICHAEL K. JEANES, CLERK
A. MCLOONE
DEPUTY CLERK

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 TYLER JACOBSON, an individual,

14 Plaintiff,

15 vs.

16 AMERICAN FAMILY INSURANCE
17 COMPANY, a foreign corporation; XYZ
18 Corporations I-X; ABC Partnerships I-X,

19 Defendants.

Case No.:

CV 2017-014262

COMPLAINT

(Breach of Contract & Bad Faith)

20 Plaintiff alleges:

- 21 1. Plaintiff is a resident of Maricopa County, State of Arizona.
- 22 2. Defendant American Family Insurance ("American Family") is a foreign
23 corporation, duly licensed to sell and administer insurance in the State of Arizona.
- 24 3. XYZ Corporations I-X; ABC Partnerships I-X are partnerships,
25 corporations or unincorporated associations subject to suit in a common name whose
26 names are unknown and who are, therefore, designated by fictitious names pursuant to
27
28



Notice of Service of Process

null / ALL
Transmittal Number: 17352595
Date Processed: 11/03/2017

Primary Contact: Legal Department
American Family Mutual Insurance
6000 American Pkwy
Madison, WI 53783

Entity:	American Family Insurance Company Entity ID Number 3184641
Entity Served:	American Family Insurance Company
Title of Action:	Tyler Jacobson vs. American Family Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Maricopa County Superior Court, Arizona
Case/Reference No:	CV2017-014262
Jurisdiction Served:	Arizona
Date Served on CSC:	11/02/2017
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Brett L. Slavicek 602-285-4425

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

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10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

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23 corporation, duly licensed to sell and administer insurance in the State of Arizona.
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25 corporations or unincorporated associations subject to suit in a common name whose
26 names are unknown and who are, therefore, designated by fictitious names pursuant to
27
28

1 Rule 10(f), Arizona Rules of Civil Procedure. Each of these defendants is liable for breach
2 of contract or responsible as a matter of law for the acts of others constituting a breach of
3 contract.
4

5 4. All acts alleged here arose from an occurrence within Maricopa County,
6 State of Arizona.

7 5. Plaintiff's claims are subject to the jurisdiction of the Superior Court for the
8 State of Arizona and request compensation in the amounts above the minimum set for
9 jurisdiction in Superior Court for the State of Arizona.
10

11 6. This Court has subject matter jurisdiction and personal jurisdiction over all
12 of the parties listed above.
13

14 7. On November 14, 2016, Plaintiff was involved in a motor vehicle accident
15 with an underinsured driver.
16

17 8. As a direct result of the accident, Plaintiff suffered severe injuries to include
18 bilateral wrist and arm fractures. As well, Tyler suffered a pelvis fracture and a fracture
19 to his right foot.
20

21 9. As a direct result of the accident and the injuries sustained, Plaintiff incurred
22 medical bills of over \$220,000 and it is probable that medical bills will continue to be
23 incurred by Plaintiff in the future.
24

25 10. As a direct result of Plaintiff's injuries, Plaintiff experienced pain,
26 limitations, disfigurement, disability, and discomfort. It is probable that he will continue
27 to endure such experiences in the future.
28

1 11. At the time of the crash, Plaintiff was insured under his parent's American
2 Family Policy No. 0375-7993-07-04-FPPA-AZ, which provided underinsured motorist
3 benefits with per person limits of \$100,000.
4

5 12. Plaintiff settled with the adverse insurance company for his portion of the
6 liability policy limit. This did not adequately compensate Plaintiff for his injuries, medical
7 expenses and general damages. Subsequent to the accident, Plaintiff made a claim for the
8 underinsured motorist coverage limits with Defendant.
9

10 13. Defendant American Family does not dispute that Plaintiff's damage
11 resulting from the accident exceed \$175,000 (\$75,000 underlying liability coverage from
12 the at-fault driver plus \$100,000 underinsured coverage from American Family).
13

14 14. Pursuant to the contract of insurance issued by Defendant, since the claim
15 has not settled, Plaintiff is required to file suit against Defendant for the purpose of proving
16 that underinsured motorist coverage is to be afforded under the Policy.
17

18 15. Relying on the definition of "Relative" contained in the Policy, American
19 Family refused to provide Tyler underinsured motorists coverage.
20

21 16. Specifically, Defendant's definition of "Relative" states:

22 Relative means a person living in your household, related to you by blood,
23 marriage, or adoption. This includes a ward or foster child. It excludes any
24 person who, or whose spouse, owns a motor vehicle other than an off-road motor
vehicle.

25 17. At the time of the accident, Tyler was (and has always been) Kathy and
26 William Jacobson's natural son and was residing with his parents.
27
28

1 18. Defendant American Family admits Tyler is the son of Kathy and William
2 Jacobson by blood and a resident of the household, but denied coverage because Tyler
3 owned his own vehicle, a motorcycle.
4

5 19. Kathy and William reasonably expected the definition of “relative” would
6 be consistent with what is commonly understood as the definition of a “relative” which
7 does not contemplate anything regarding vehicle ownership and certainly contemplates
8 their natural born son.
9

10 20. Kathy and William Jacobson reasonably believed that Plaintiff was an
11 insured under the Policy as nothing in the Declarations Page suggests otherwise or
12 mentions an exception or an exclusion regarding relatives who no longer qualify as a
13 “relative” if he owns his own vehicle.
14

15 21. Kathy and William Jacobson’s intention and understanding of coverage
16 provided by the underinsured motorists provisions was that any of their relatives,
17 especially their children, including Tyler, would be covered under the Policy.
18

19 22. Neither Defendant American Family nor any of its agents advised Kathy or
20 William Jacobson that any exclusion existed in the Policy that would preclude a relative
21 from underinsured coverage if Plaintiff owned his own vehicle.
22

23 23. Of the three cars insured by the Policy, one car, a Monte Carlo, was
24 purchased and insured by Kathy and William Jacobson including for Tyler to drive from
25 time to time. Kathy and William reasonably expected that whether Tyler was driving the
26 Monte Carlo or his separately purchased motorcycle, the Policy’s underinsured motorists
27 coverage would apply.
28

1 24. Prior to Defendant American Family denying underinsured coverage for
2 Tyler's injuries, the Jacobsons did not know the nature or effect of the definition of
3 "Relative" in the terms of the Policy and, if the Jacobsons had known that there was any
4 question regarding whether any relative living with them would no longer be considered
5 a relative, they would have sought a different insurance policy than the Policy offered by
6 American Family.
7

8
9 25. To date, Defendant has not issued Underinsured Motorist coverage payment
10 to Plaintiff.
11

12 **BREACH OF CONTRACT**

13 26. Plaintiff reasserts Paragraphs 1-25 of the Complaint as if fully
14 reincorporated herein.
15

16 27. Plaintiff's parents purchased an insurance policy from Defendant, under
17 which Plaintiff was an insured, which included Underinsured Motorist coverage.

18 28. Plaintiff was injured in a motor vehicle crash and suffered injuries requiring
19 medical treatment.
20

21 29. Plaintiff submitted medical bills and records to Defendant and demanded
22 that Defendant issue payment to him for Underinsured Motorist coverage.

23 30. Defendant's failure to make a good faith offer constitutes a breach of
24 contract.
25

26 31. As a direct and proximate result of the breach, Plaintiff has incurred direct
27 and consequential damages.

28 32. Such breach is material and without cause, reason or defense.

BAD FAITH

33. Plaintiff reasserts Paragraphs 1-32 of the Complaint as if fully reincorporated herein.

34. Plaintiff has a contract of insurance with Defendant.

35. Implicit in every contract of insurance is the duty of good faith and fair dealing.

36. Defendant's failure to adequately investigate, failure to treat Plaintiff's claim with equal consideration, failure to make a good faith offer, failure to make reasonable efforts to alleviate the necessity of litigation and failure to pay a reasonable amount to Plaintiff is a breach of the covenant of good faith and fair dealing.

37. Defendant failed to issue any checks within 30 days of having all the necessary information for claim adjudication, in violation of A.R.S. §20-462.

38. Defendant still has not issued a proper check made out to Plaintiff.

39. Defendant breached the duty and acted in bad faith by: (a) placing Defendant's interests ahead of that of their insured and intended beneficiary, Plaintiff herein; and (b) refusing to issue Underinsured Motorist coverage payment to Plaintiff.

40. Defendant was aware that among the purposes of insurance is to provide peace of mind and emotional and financial security to persons such as Plaintiff, yet Defendant intentionally failed to make Underinsured Motorist coverage payments to Plaintiff without a reasonable basis for such action. In so doing, Defendant intentionally and consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiff.

1 41. Defendant knew that it acted without a reasonable basis or failed to perform
2 an investigation or evaluation adequate to determine whether its action was supported by
3 a reasonable basis.
4

5 42. As a direct and proximate result of Defendant's breach of contract and bad
6 faith, Plaintiff has suffered damages of \$100,000 for unpaid Underinsured Motorist
7 coverage.
8

9 43. As a direct and proximate result of Defendant's breach of contract and bad
10 faith, Plaintiff has suffered financial stress, emotional distress, anxiety, worry and
11 inconvenience.
12

13 44. Upon information and belief, Defendant acted with a consistent pattern to
14 undermine the security of its own insurance policies to the detriment of its insureds
15 including Plaintiff, to the extent that it constitutes a conscious disregard of the substantial
16 likelihood that such conduct is likely to cause injury and constitutes conduct sufficient to
17 incur a penalty of punitive damages.
18

19 45. Plaintiff is therefore entitled to punitive damages in an amount sufficient to
20 stop such conduct and deter similar conduct in the future.
21

22 WHEREFORE, Plaintiff requests that judgment be entered against the Defendant
23 as follows:
24

25 1. For Underinsured Motorist coverage payment of \$100,000 paid directly to
26 Plaintiff;
27

28 2. For general damages in an amount deemed a fair and reasonable sum in
excess of the minimum jurisdictional limits of this court;

3. For punitive damages in an amount deemed fair and reasonable;
4. For attorney's fees and taxable costs pursuant to A.R.S. §12-341.01;
5. For pre- and post-judgment interest at the statutory rate of ten percent (10%)
per annum pursuant to A.R.S. § 44-1201;
6. For interest pursuant to A.R.S. § 20-462; and
7. For such other and further relief as the Court deems just and appropriate.

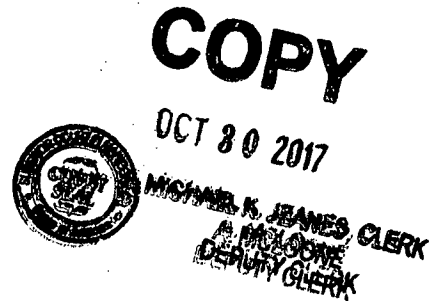
RESPECTFULLY SUBMITTED this 30 day of October, 2017.

THE SLAVICEK LAW FIRM

By 

Brett L. Slavicek
James E. Fucetola
Trevor R. Orme
5500 N. 24th Street
Phoenix, Arizona 85016

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18 Defendants.
19

Case No.: CV 2017-014262

**CERTIFICATE OF COMPULSORY
ARBITRATION**

20 The undersigned certifies that they know the dollar limits and any other limitations
21 set forth by the local rules of practice for the applicable superior court, and further certify
22 that this case is not subject to compulsory arbitration, as provided by Rules 72 through 77
23 of the Arizona Rules of Civil Procedure.
24

25

26

27

28

1 DATED this 30 day of October, 2017.

2 THE SLAVICEK LAW FIRM

3
4
5 By 

6 Brett L. Slavicek
7 James E. Fucetola
8 Trevor R. Orme
9 5500 N. 24th Street
10 Phoenix, Arizona 85016
11 Attorneys for Plaintiff

12 COPY of the foregoing hand delivered
13 this 30 day of October, 2017 to:

14 Arbitration Department
15 Maricopa County Superior Court
16 201 W. Jefferson
17 Phoenix, Arizona 85003

18 By 

19 Christina Jaime
20
21
22
23
24
25
26
27
28

In the Superior Court of the State of Arizona

CV2017-014262**CIVIL COVER SHEET- NEW FILING ONLY**
(Please Type or Print)Plaintiff's Attorney James E. FucetolaAttorney Bar Number 029332

Plaintiff's Name(s): (List all)	Plaintiff's Address:	Phone #:	Email Address:
Tyler Jacobson	5500 N. 24th Street Phoenix, Arizona 85016	602-285-4424	james@slaviceklaw.com

(List additional plaintiffs on page two and/or attach a separate sheet).

Defendant's Name(s): (List All) American Family Insurance; XYZ Corporations I-X; ABC Partnerships I-X

(List additional defendants on page two and/or attach a separate sheet)

EMERGENCY ORDER SOUGHT: ☐ Temporary Restraining Order ☐ Provisional Remedy ☐ OSC☐ Election Challenge ☐ Employer Sanction ☐ Other _____
(Specify)☐ **RULE 8(h) COMPLEX LITIGATION APPLIES.** Rule 8(h) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties.(Mark appropriate box on page two as to complexity, In addition to the Nature of Action case category.)☐ **THIS CASE IS ELIGIBLE FOR THE COMMERCIAL COURT UNDER EXPERIMENTAL RULE 8.1.** (Maricopa County only.) Rule 8.1 defines a commercial case and establishes eligibility criteria for the commercial court. Generally, a commercial case primarily involves issues arising from a business contract or business transaction. However, consumer transactions are not eligible. A consumer transaction is one that is primarily for personal, family or household purposes. **Please review Rule 8.1 for a complete list of the criteria.** See <http://www.superiorcourt.maricopa.gov/commercial-court/>. You must check this box if this is an eligible commercial case. In addition, mark the appropriate box below in the "Nature of Action" case category. The words "commercial court assignment requested" must appear in the caption of the original complaint.**NATURE OF ACTION**(Place an "X" next to the one case category that most accurately describes your primary case.)**100 TORT MOTOR VEHICLE:**

- ☐ 101 Non-Death/Personal Injury
☐ 102 Property Damage
☐ 103 Wrongful Death

110 TORT NON-MOTOR VEHICLE:

- ☐ 111 Negligence
☐ 112 Product Liability – Asbestos
☐ 112 Product Liability – Tobacco
☐ 112 Product Liability – Toxic/Other
☐ 113 Intentional Tort

- ☐ 114 Property Damage
☐ 115 Legal Malpractice
☐ 115 Malpractice – Other professional
☐ 117 Premises Liability
☐ 118 Slander/Libel/Defamation
☐ 116 Other (Specify) _____

120 MEDICAL MALPRACTICE:

- ☐ 121 Physician M.D. ☐ 123 Hospital
☐ 122 Physician D.O. ☐ 124 Other

Case No. _____

130 CONTRACTS:

- ☐ 131 Account (Open or Stated)
☐ 132 Promissory Note
☐ 133 Foreclosure
☐ 138 Buyer-Plaintiff
☐ 139 Fraud
☒ 134 Other Contract (i.e. Breach of Contract)
☐ 135 Excess Proceeds-Sale
☐ Construction Defects (Residential/Commercial)
 ☐ 136 Six to Nineteen Structures
 ☐ 137 Twenty or More Structures

150-199 OTHER CIVIL CASE TYPES:

- ☐ 156 Eminent Domain/Condemnation
☐ 151 Eviction Actions (Forcible and Special Detainers)
☐ 152 Change of Name
☐ 153 Transcript of Judgment
☐ 154 Foreign Judgment
☐ 158 Quiet Title
☐ 160 Forfeiture
☐ 175 Election Challenge
☐ 179 NCC-Employer Sanction Action
 (A.R.S. §23-212)
☐ 180 Injunction against Workplace Harassment
☐ 181 Injunction against Harassment
☐ 182 Civil Penalty
☐ 186 Water Rights (Not General Stream Adjudication)
☐ 187 Real Property
☐ Special Action against Lower Courts
 (See lower court appeal cover sheet in Maricopa)

- ☐ 194 Immigration Enforcement Challenge
 (§§1-501, 1-502, 11-1051)

150-199 UNCLASSIFIED CIVIL:

- ☐ Administrative Review
 (See lower court appeal cover sheet in Maricopa)
☐ 150 Tax Appeal
 (All other tax matters must be filed in the AZ Tax Court)
☐ 155 Declaratory Judgment
☐ 157 Habeas Corpus
☐ 184 Landlord Tenant Dispute- Other
☐ 190 Declaration of Factual Innocence
 (A.R.S. §12-771)
☐ 191 Declaration of Factual Improper Party Status
☐ 193 Vulnerable Adult (A.R.S. §46-451)
☐ 165 Tribal Judgment
☐ 167 Structured Settlement (A.R.S. §12-2901)
☐ 169 Attorney Conservatorships (State Bar)
☐ 170 Unauthorized Practice of Law (State Bar)
☐ 171 Out-of-State Deposition for Foreign Jurisdiction
☐ 172 Secure Attendance of Prisoner
☐ 173 Assurance of Discontinuance
☐ 174 In-State Deposition for Foreign Jurisdiction
☐ 176 Eminent Domain- Light Rail Only
☐ 177 Interpleader- Automobile Only
☐ 178 Delayed Birth Certificate (A.R.S. §36-333.03)
☐ 183 Employment Dispute- Discrimination
☐ 185 Employment Dispute-Other
☐ 195(a) Amendment of Marriage License
☐ 195(b) Amendment of Birth Certificate
☐ 163 Other _____
 (Specify)

COMPLEXITY OF THE CASE

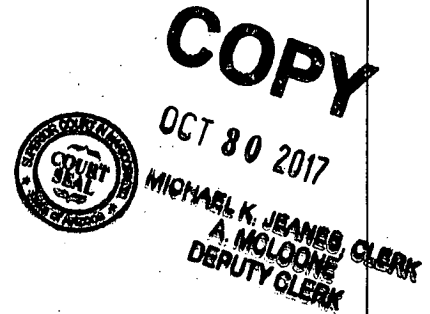
If you marked the box on page one indicating that Complex Litigation applies, place an "X" in the box of no less than one of the following:

- ☐ Antitrust/Trade Regulation
☐ Construction Defect with many parties or structures
☐ Mass Tort
☐ Securities Litigation with many parties
☐ Environmental Toxic Tort with many parties
☐ Class Action Claims
☐ Insurance Coverage Claims arising from the above-listed case types
☐ A Complex Case as defined by Rule 8(h) ARCP

Additional Plaintiff(s)

Additional Defendant(s)

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JURY DEMAND

19 AMERICAN FAMILY INSURANCE
20 COMPANY, a foreign corporation; XYZ
21 Corporations I-X; ABC Partnerships I-X,

(Breach of Contract)

22 Defendants.

23 Pursuant to Rule 38(b), Arizona Rules of Civil Procedure, Plaintiff demands a trial
24 by jury of all issues in the above entitled action.
25
26
27
28

1 DATED this 30 day of October, 2017.

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6 By 

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